

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RCM TECHNOLOGIES, INC.,

Plaintiff,

v.

MARIC MECHANICAL, INC., ALLIED WORLD
ASSURANCE COMPANY (U.S.) INC., and
SAFECO INSURANCE COMPANY OF
AMERICA,

Defendants.

ORDER

21 Civ. 8329 (ER)

RAMOS, D.J.:

On September 1, 2021, RCM Technologies, Inc. (“RCM”) brought this action in the Supreme Court of the State of New York, County of New York, for, inter alia, breach of contract and indemnification against Maric Mechanical, Inc. (“Maric”), Allied World Assurance Company (U.S.) Inc. (“Allied”), and Safeco Insurance Company of America (“Safeco”). Doc. 1-1. On October 8, 2021, Allied removed the action to this Court but did not obtain written consent to the removal by Maric and Safeco. *See* Doc. 1.

On November 18, 2021, Maric and Safeco moved the Court to remand the action to state court pursuant to 28 U.S.C. § 1447(c), on the grounds that they did not consent to removal. Doc. 14. The Second Circuit interprets the removal statute “as requiring that all defendants consent to removal within the statutory third-day period[.]” *Pietrangelo v. Alvas Corp.*, 686 F.3d 62, 66 (2d Cir. 2012). The parties do not dispute that Maric and Safeco do not consent to removal. Moreover, in support of the motion, Maric and Safeco have submitted a signed stipulation

executed by all the parties indicating that the motion to remand is uncontested. Doc. 15-3.

Accordingly, the motion to remand is granted.

The Clerk of Court is respectfully directed to terminate the motion, Doc. 14, and to remand the case to the Supreme Court of the State of New York, County of New York.

SO ORDERED.

Dated: November 19, 2021
New York, New York



Edgardo Ramos, U.S.D.J.